

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 95	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-DC-12-00001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/17/2011	
7. ISSUED BY CODE HPD		8. ADDRESS OFFER TO (If other than Item 7)		6. REQUISITION/PURCHASE NUMBER			
HPD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION			
9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1400 ES local time 01/12/2012 (Hour) (Date)			

CAUTION: LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">A. NAME Ryan Daniels</td> <td colspan="2">B. TELEPHONE (NO COLLECT CALLS)</td> <td>C. E-MAIL ADDRESS Daniels.Ryan@epa.gov</td> </tr> <tr> <td>AREA CODE 202</td> <td>NUMBER 564-6476</td> <td colspan="2">EXT.</td> <td></td> </tr> </table>	A. NAME Ryan Daniels		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Daniels.Ryan@epa.gov	AREA CODE 202	NUMBER 564-6476	EXT.		
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AREA CODE 202	NUMBER 564-6476	EXT.									

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
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13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by government)			
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Rachel Schwartz		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
0001	Base Period Period of Performance: 06/14/2012 to 06/13/2013				
0002	Option Period I Period of Performance: 06/14/2013 to 06/13/2014				
0003	Option Period II Period of Performance: 06/14/2014 to 06/13/2015				
0004	Option Period III Period of Performance: 06/14/2015 to 06/13/2016				
0005	Option Period IV Period of Performance: 06/14/2016 to 06/13/2017				

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PART I – THE SCHEDULE

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SECTION B - Supplies or Services/Prices

B-1 EP 52.216-170 Consideration and Payment – Itemized Fixed Prices (APR 1984)

The fixed price of this contract is *[to be completed at time of award]*. Payment will be made upon delivery and acceptance of required unit items as follows:

Base						
DESCRIPTION	TASK	CLIN	SITES	UNIT_PRICE	MIN	MAX
Core Operations	1.1	1	1	\$ -	12	12
ODC's (Travel)	2.1	N/A	N/A	\$ -	N/A	N/A
CASTNET w/o met	3.1	3	2	\$ -	10	40
CASTNET w/ met	3.2	4	1	\$ -	10	50
CASTNET AQS O3 Audit - only	3.3	5	5	\$ -	25	90
NADP NTN	4.1	6	11	\$ -	40	150
NADP MDN	4.2	7	6	\$ -	20	125
NADP AIRMoN	4.3	8	0.25	\$ -	0	10
NADP AMNet	5.1	9	1	\$ -	0	20
NADP AMoN	6.1	10	3	\$ -	0	60
TOTAL						
Option I						
DESCRIPTION	TASK	CLIN	SITES	UNIT_PRICE	MIN	MAX
Core Operations	1.1	1	1	\$ -	12	12
ODC's (Travel)	2.1	N/A	N/A	\$ -	N/A	N/A
CASTNET w/o met	3.1	3	3	\$ -	10	50
CASTNET w/ met	3.2	4	1	\$ -	0	50
CASTNET AQS O3 Audit	3.3	5	5	\$ -	25	90
NADP NTN	4.1	6	9	\$ -	40	150
NADP MDN	4.2	7	6	\$ -	0	125
NADP AIRMoN	4.3	8	0.25	\$ -	0	10
NADP AMNet	5.1	9	1	\$ -	0	25
NADP AMoN	6.1	10	3	\$ -	0	60
TOTAL						
Option II						
DESCRIPTION	TASK	CLIN	SITES	UNIT_PRICE	MIN	MAX
Core Operations	1.1	1	1	\$ -	12	12
ODC's (Travel)	2.1	N/A	N/A	\$ -	N/A	N/A
CASTNET w/o met	3.1	3	2.75	\$ -	10	50
CASTNET w/ met	3.2	4	1	\$ -	0	50
CASTNET AQS O3 Audit	3.3	5	5	\$ -	25	90
NADP NTN	4.1	6	9	\$ -	40	150

NADP MDN	4.2	7	6	\$ -	0	125
NADP AIRMoN	4.3	8	0.25	\$ -	0	10
NADP AMNet	5.1	9	1	\$ -	0	25
NADP AMoN	6.1	10	3	\$ -	0	60
TOTAL						
Option III						
DESCRIPTION	TASK	CLIN	SITES	UNIT_PRICE	MIN	MAX
Core Operations	1	1	1	\$ -	12	12
ODC's (Travel)	2.1	N/A	N/A	\$ -	N/A	N/A
CASTNET w/o met	3.1	3	2.75	\$ -	10	50
CASTNET w/ met	3.2	4	1	\$ -	0	50
CASTNET AQS O3 Audit	3.3	5	5.25	\$ -	25	90
NADP NTN	4.1	6	8	\$ -	40	150
NADP MDN	4.2	7	5	\$ -	0	125
NADP AIRMoN	4.3	8	0.25	\$ -	0	10
NADP AMNet	5.1	9	1	\$ -	0	25
NADP AMoN	6.1	10	4	\$ -	0	60
TOTAL						
Option IV						
DESCRIPTION	TASK	CLIN	SITES	UNIT_PRICE	MIN	MAX
Core Operations	1	1	1	\$ -	12	12
ODC's (Travel)	2.1	N/A	N/A	\$ -	N/A	N/A
CASTNET w/o met	3.1	3	2.5	\$ -	10	50
CASTNET w/ met	3.2	4	1	\$ -	0	50
CASTNET AQS O3 Audit	3.3	5	5.25	\$ -	25	90
NADP NTN	4.1	6	8	\$ -	40	150
NADP MDN	4.2	7	4	\$ -	0	125
NADP AIRMoN	4.3	8	0.25	\$ -	0	10
NADP AMNet	5.1	9	1	\$ -	0	25
NADP AMoN	6.1	10	4	\$ -	0	60
TOTAL						

B-2 EP 52.216-140 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of the number of contract line item units stated in the Base Period 'Minimum' included in the table above (117 units). The amount of all orders shall not exceed *[to be completed at time of award]*.

SECTION C - Description/Specifications

C-1 EPA 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (OCT 2000)

C-2 EP 52.210-100 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise

specified), to perform the Statement of Work included in Attachment No. 1. Work will be ordered against the subject Statement of Work through Contracting Officer issuance of task orders.

C-3 EP 52.210-120 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

Section(s) [*insert number*] of the Contractor's technical proposal entitled, [*to be completed at time of award*] dated [*to be completed at time of award*] is/are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

C-4 EP 52.210-130 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated [*to be completed at time of award*], which is incorporated by reference.

C-5 EP 52.000-000 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (NOV 1994)

NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000 000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental

correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

SECTION D - Packaging and Marking

SECTION E - Inspection and Acceptance

E-1 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

SECTION F - Deliveries or Performance

F-1 EPA 1552.211-75 WORKING FILES. (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required

in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F-2 EP 52.212-140 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from [*effective date of award*] through one year, exclusive of all required reports.

SECTION G - Contract Administration Data

G-1 EPA 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from date of award through one year. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

None.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G-2 EPA 1552.217-76 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT.

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than thirty (30) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last (30) days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate minimums of (87) total contract line item units for the first option period, (87) total contract line item units for the second option period, (87) total contract line item units for the third option period, and (87) total contract line item units for the fourth option period, and new and separate maximums of (572) total contract line item units for the first option period, (572) for the second option period, (572) for the third option period and (572) for the fourth option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a base period of one year and option periods from:

Option Period I: End of Base Period through one year
Option Period II: End of Option Period I through one year
Option Period III: End of Option Period II through one year
Option Period IV: End of Option Period III through one year

G-3 EPA 1552.217-77 OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED PRICE. (OCT 2000)

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30 day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
Base	June 14, 2012	June 13, 2013
Option I	June 14, 2013	June 13, 2014
Option II	June 14, 2014	June 13, 2015
Option III	June 14, 2015	June 13, 2016
Option IV	June 14, 2016	June 13, 2017

(b) During the option period(s) the Contractor shall provide the services described below:

Period Attachment

[to be completed at time of award]

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

Fixed price Option period
[to be completed at time of award]

G-4 EP 52.232-173 PAYMENTS - FIXED-PRICE SERVICES CONTRACT.

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) The amounts shall be computed by multiplying the contract line item per unit fixed-price prescribed in the Schedule by the number of units ordered. The non-travel contract line item fixed-price per unit shall include wages, indirect costs, general and administrative expenses, and profit. The travel contract line item shall include actual costs for travel. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(1) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract.

(b) Materials, other direct costs, and subcontracts. (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Material handling costs or indirect costs may not be included in the charge for material or other direct costs as they are excluded. The Contractor shall be reimbursed, according to contract terms, for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(1) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(2) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification. For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following

exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G-5 EP 52.242-100 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Lance McCluney
Mailing Address
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 6204J
Washington, DC 20460
(202) 343-9364
mccluney.lance@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Ryan Daniels
Mailing Address
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460
(202) 564-6476
daniels.ryan@epa.gov

SECTION H - Special Contract Requirements

H-1 EPA 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the

contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H-2 EPA 1552.208-70 PRINTING. (DEC 2005)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) Prohibition. (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements. (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities. (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(e) Violations. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H-3 EPA 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

H-4 EPA 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. -- ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or

circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H-5 EPA 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The offeror ____ is ____ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

H-6 EPA 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)

H-7 EPA 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

H-8 EPA 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and

representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H-9 EPA 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract, at minimum, the following key personnel:

Team Leader
Program Manager
QA Manager

The contractor may also include any other roles and individuals filling those roles that the contractor deems indispensable to contract performance.

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H-10 EPA 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (OCT 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

PART II – CONTRACT CLAUSES

SECTION I - Contract Clauses

I-1 FAR 52.202-1 DEFINITIONS. (JUL 2004)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-10 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

I-11 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I-12 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2010)

I-13 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)

I-14 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov/>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I-15 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to-

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General. (1) The Comptroller General of the United States, or an authorized representative, shall have

access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating -

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition -

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and -

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I-16 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

- (e) The specifications.

I-17 EP 52.215-170 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)

- (a) Facilities capital cost of money will not be an allowable cost under the contemplated contract.

I-18 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (OCT 2010) - ALTERNATE IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.

- (b) Provide data described below: [*see Section L.*]

(End of provision)

I-19 FAR 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [*to be completed at time of award*] through [*to be completed at time of award*].

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-20 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than:

Base Period: (117) total contract line item units
Option Period I: (87) total contract line item units
Option Period II: (87) total contract line item units
Option Period III: (87) total contract line item units
Option Period IV: (87) total contract line item units

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) *Maximum order.* The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of [*to be completed at time of award*].

- (2) Any order for a combination of items in excess of [*to be completed at time of award*]; or

- (3) A series of orders from the same ordering office within [] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [to be completed at time of award] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-21 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract more than 3 months after completion of the effective period.

I-22 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUN 2003)

I-23 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)

I-24 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)

(a) *Definitions.* As used in this clause -

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code [insert NAICS Code] assigned to contract number [insert contract number]. (Contractor to sign and date and insert authorized signer's name and title).

I-25 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-26 FAR 52.222-21 PROHIBITIONS OF SEGREGATED FACILITIES. (FEB 1999)

I-27 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

I-28 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

I-29 FAR 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I-30 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

I-31 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)

I-32 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-33 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

I-34 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)

I-35 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-36 FAR 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)

I-37 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-38 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-39 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-40 FAR 52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (SEP 2010)

I-41 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-42 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007)

(a) Definitions. As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data

identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered

under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I-43 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE II (DEC 2007)

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.]

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

I-44 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE III (DEC 2007)

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer

software is required, the Contractor shall affix the following “Restricted Rights Notice” to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

I-45 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-46 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-47 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

I-48 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)

I-49 FAR 52.232-1 PAYMENTS. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract

price.

I-50 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I-51 FAR 52.232-11 EXTRAS. (APR 1984)

I-52 FAR 52.232-17 INTEREST. (OCT 2010)

I-53 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I-54 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)

I-55 FAR 52.233-1 DISPUTES. (JUL 2002)

I-56 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-57 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-58 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

I-59 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-60 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

I-61 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I-62 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-63 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

**I-64 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE).
(MAY 2004)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government -

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination

inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

I-65 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I-66 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <https://www.acquisition.gov/far> and <http://ecfr.gpoaccess.gov>.

I-67 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an

authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency Acquisition Regulation (48 CFR 1501) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-68 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I-69 EPA 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within [] (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within [] (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

I-70 1552.211-70 REPORTS OF WORK (OCT 2009)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment No. 1. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - List of Documents, Exhibits and Other Attachments

<u>Number</u>	<u>Attachment Title</u>
1	Statement of Work
2	Instructions to Offerors
3	Past Performance Questionnaire
4	Client Authorization Letter
5.	Invoice Preparation Instructions

SECTION K - Representations, Certifications, and Other Statements of Bidders

K-1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$7.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

K-3 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$7.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.)* The offeror represents as part of its offer that-

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: ll.]* Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.)* The offeror represents as part of its offer that-

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.)* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)*

The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision -

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR

part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-4 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor

K-5 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)--

☐ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

K-6 EPA 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT. (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

K-7 EP 52.299-900 SIGNATURE BLOCK (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - Instructions, Conditions, and Notices to Bidders

L-1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

Clause Incorporated by Reference - See Attachment No. 2 for Further Instructions.

L-2 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (OCT 2010) - ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

See Attachment No. 2

L-3 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a fixed-price indefinite delivery/indefinite quantity contract resulting from this solicitation.

L-4 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-5 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses: <https://www.acquisition.gov/far/index.html> and <http://ecfr.gpoaccess.gov>.

L-6 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency Agency Regulation (48 CFR Chapter 1501) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-7 EPA 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS. (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L-8 52.215-110 TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing to the contracting specialist, Ryan Daniels, at daniels.ryan@epa.gov. EPA must receive the questions no later than (15) calendar days after the issuance date of this solicitation. EPA will answer questions which may affect proposals in an amendment to the solicitation. EPA will not reference the source of the questions.

L-9 52.219-100 IDENTIFICATION OF SET-ASIDE/8(A) PROGRAM APPLICABILITY

This procurement is being processed as follows:

(a) Type of set-aside: Total Small Business Set-Aside

- Percent of the set-aside: 100%
(b) 8(a) Program: Not Applicable

L-10 EP 52.215-115 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L-11 EP 52.216-205 EVALUATION OF QUANTITIES-INDEFINITE DELIVERY CONTRACT (SEP 1984)

To evaluate offer for award purposes, the Government will apply your proposed fixed-price to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L-12 EP 52.216-205 EVALUATION OF OTHER DIRECT COSTS (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

Estimated travel costs per year: \$132,000.00 per year.

(does not require an escalation factor applied per year)

SECTION M - Evaluation Factors for Award

M-1 FAR 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-2 EPA 1552.215-70 EPA SOURCE EVALUATION AND SELECTION PROCEDURES-NEGOTIATED PROCUREMENTS. (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

(1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M-3 EPA 1552.215-71 EVALUATION FACTORS FOR AWARD. (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

Technical Evaluation Criteria

1. Technical Approach - 50 points

Offerors will be evaluated on the extent to which the technical proposal demonstrates a thorough understanding of the tasks contained in the statement of work. Specifically, the offeror's understanding of the following factors will be evaluated (a) requirements in surveying of sites in large acid precipitation and mercury collection networks, large acid dry deposition networks and small mercury and ammonia ambient concentration networks; (b) procedures for conducting a site audit for wet and dry deposition and ambient concentration sites, including collection, measurement and field laboratory procedures; (c) knowledge of procedures for high quality data gathering for site audits; and (d) appropriateness and completeness of proposed procedures to be employed during planning, site visits, data handling and reports. Offerors will also be evaluated on their response to the sample work plan included in Attachment No. 2. Specifically, offerors will be evaluated on their description of the methods they will use for auditing the sites included in the work plan submitted in response to the sample task order.

2. Past Performance – 25 points

Offeror's past performance will be evaluated based on past performance information presented in their proposals, on information obtained from their references and on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in areas including quality performance, timeliness of performance, performance of management, initiative in meeting

requirements, response to technical direction, responsiveness to performance problems, compliance with cost estimates and overall satisfaction. Additionally, the relevance of the offeror's previous performance to the task areas of the statement of work will be considered as part of the past performance evaluation.

3. Personnel Qualifications/Organizational Structure – 25 points

Offerors will be evaluated on their proposed management structure and the relationship of its component parts. Offerors will be evaluated on the demonstrated procedures and administrative systems to perform assignments under the proposed contract. The offeror must demonstrate its ability to assemble high quality project teams to perform tasks of similar type as work to be performed under the proposed contract. In addition, offerors shall propose as key personnel: a Team Leader, a Program Manager and a QA Manager, as well as any other key personnel the offeror designates as key personnel. Offerors will be evaluated on the experience and educational background of the proposed key personnel, specifically as to their ability to manage a quality assurance on-site survey program for a large air and/or acid precipitation and/or mercury collection network. The offeror will also be evaluated on the experience of the proposed survey team members in conducting systems and performance audits of air and precipitation collection sites. Offerors will also be evaluated on their response to the sample work plan included in Attachment No. 2. Specifically, offerors will be evaluated on how their response to the sample task order demonstrates the offeror's ability to assemble, organize and manage a team capable of performing the required tasks.

4. Quality Management Plan – Pass/Fail

Offerors will be evaluated on the sufficiency of their (and those of any subcontractors) Quality Management Plan (QMP).

M-4 EPA 1552.215-73 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION. (AUG 1999)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name: _____

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number: _____

(d) Individual(s) to contact re. this proposal: _____

(e) Cognizant Government:

Audit Agency: _____

Address: _____

Auditor: _____

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts \$ _____

Government fixed-price prime contracts and subcontracts \$ _____

Commercial Sales \$ _____

Total Sales \$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$ _____

Total Sales for Second Preceding Fiscal Year \$ _____

(g) Is company a separate rate entity or division?

Yes _____

No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized: _____

(i) Manpower:

Total Employees: _____

Direct: _____

Indirect: _____

Standard Work Week (Hours): _____

(j) Commercial Products: _____

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/actual cost	Standard cost
Estimating System:		
Job Order		
Process		

Accumulating System:

Job Order

Process

Has your cost estimating system been approved by any Government agency?

Yes _____ No _____

If yes, give name, date or approval, and location of agency:

Has your cost accumulation system been approved by any Government agency?

Yes ____ No ____

If yes, give name, date of approval, and address of agency:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
Fringe Benefits		
Overhead		
G&A Expense		
Other		

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes ____ No ____

If yes, give name, date of approval, and location of the Government agency:

Date of last preaward audit review by a Government agency:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department _____

Contracting Department _____

Other (describe) _____

(p) Has system of control of Government property been approved by a Government agency?

Yes ____ No ____

If yes, give name, date of approval, and location of the Government agency:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation).

Has your purchasing system been approved by a Government agency?

Yes ____ No ____

If yes, name and location of the Government agency:

Period of Approval: _____

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold? Yes ____ No ____

If you responded yes to the \$25 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes ____ No ____

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency _____

Are your purchasing policies and procedures written?

Yes ____ No ____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes ____ No ____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(End of provision)

M-5 EPA 1552.215-75 PAST PERFORMANCE INFORMATION. (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$50,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments,

and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
 - (b) Contract number.
 - (c) Contract title.
 - (d) Contract type.
 - (e) Brief description of contract or subcontract and relevance to this requirement.
 - (f) Total contract value.
 - (g) Period of performance.
 - (h) Contracting officer, telephone number, and E-mail address (if available).
 - (i) Program manager/project officer, telephone number, and E-mail address (if available).
 - (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
 - (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.
- (c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.
- (1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.
- (2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.
- (3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.
- (4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.
- (d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

M-6 EPA 1552.217-70 EVALUATION OF CONTRACT OPTIONS. (APR 1984)

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in section H.

Attachment 1: Statement of Work

Statement of Work

Support for Conducting Systems & Performance Audits of Clean Air Status and Trends (CASTNET) Sites and National Atmospheric Deposition (NADP) Monitoring Stations

I. Background

The Acid Rain Program, established under Title IV of the 1990 Clean Air Act Amendments (CAAA), requires major reductions of sulfur dioxide (SO₂) and nitrogen oxides (NO_x) emissions from the electric power industry. The NO_x Budget Trading Rule (NBP) reduced stationary source NO_x emissions between 2003 and 2010. In 2011, The Clean Air Interstate Rule (CAIR) took effect. CAIR required reductions in SO₂ and NO_x emissions to lower PM_{2.5} and ozone. CAIR was remanded by the courts in 2008, but was still implemented in 2009. To replace CAIR, the Cross-State Air Pollution Rule (CSAPR) was established in 2011 and will replace CAIR in 2012. Assessing the environmental impacts of power generation such as, regional air quality and atmospheric deposition of sulfur and nitrogen is important to understanding and evaluating the progress of these emission reduction programs. EPA adheres to several mandates such as Title IX of the Clean Air Act, the Government Performance and Results Act (GPRA), and the Program Assessment Rating Tool (PART) to report on the performance and overall progress of these programs. This involves evaluating the environmental effectiveness of these programs as measured by a variety of environmental monitoring efforts at different scales and examination of the link between emissions and atmospheric concentrations, deposition, and soil/aquatic chemistry and biological impact, and between concentration levels and human health. EPA's air quality management strategy must continue and improve tracking regional patterns of pollutant concentrations, transport, and trends.

To understand the impact of emissions reductions on the environment, scientists and policy makers use data collected from long-term national monitoring networks such as the Clean Air Status and Trends Network (CASTNET) and the National Atmospheric Deposition Program's (NADP) National Trends Network (NTN). These networks are complementary in many ways and provide information on a variety of indicators necessary for tracking temporal and spatial trends in regional air quality and atmospheric deposition. EPA provides support to the NADP, a cooperative, multi-agency network, which measures precipitation chemistry and estimates atmospheric deposition for various pollutant ions and mercury. EPA has provided long-standing support for the operation of the NADP including operational support for four US Forest Service monitoring sites, and recurring funding for the chemical analysis and coordination for 28 other wet deposition sites, in addition to the support for the survey and quality assurance programs of the NADP atmospheric deposition site networks. This Statement of Work provides for the survey and quality assurance assessment of sites associated with the three inter-related wet deposition NADP networks—NADP/NTN, the Atmospheric Integrated Research Monitoring Network (AIRMoN), and the Mercury Deposition Network (MDN). This Statement of Work also includes the performance evaluation of sites in the Clean Air Status and Trends Network (CASTNET). In addition, sites that are included in the NADP Atmospheric Mercury Network (AMNet) and Ammonia Monitoring Network (AMoN) will be included when they are collocated with an NTN, MDN, AIRMoN or CASNET sites. For AMNet and AMoN the contractor will note if the site is in compliance with the siting criteria, take photos, and answer any questions, if possible, that the site operator has about the equipment. Surveys of sites under this Statement of Work provide the necessary checks and balances for the site operations and serve to validate data provided by the sites in the network.

Quality assurance (QA) and quality control (QC) activities for these networks improves overall data quality and ensures field measurements remain accurate and precise. Stringent QA and QC are essential for obtaining unbiased and representative atmospheric deposition measurements and for maintaining the integrity of the sample during collection, handling, and analysis. These activities strengthen the reliability and overall quality of the data the Agency uses for policy decisions and for measures of accountability.

II. Purpose

The work to be performed under this contract involves support to the U.S. Environmental Protection Agency (EPA), Office of Atmospheric Programs (OAP). Under this contract the contractor performs an independent and

unbiased evaluation of site operations (i.e., surveys) for NADP's atmospheric deposition collection networks and the Clean Air Status and Trends Network (CASTNET). The surveys shall provide quality assurance pertaining to siting, sample collection and handling, equipment operation and maintenance, record keeping, reports, and field laboratory procedures. This contract will also include ozone performance evaluations (PE) as described in 40 CFR Part 58. The NADP and other long-term monitoring networks provide critical information to the Agency regarding evaluating the effectiveness of emission reduction control programs from the power industry.

III. General Tasks

The contractor shall conduct systems audits to provide a qualitative appraisal of the total measurement system at each monitoring site. The monitoring sites which may be audited under this contract include:

- a. The Clean Air Status and Trends Network (CASTNET)
CASTNET is predominately a rural monitoring network operated by EPA's Office of Atmospheric Programs (OAP) and the National Park Service. CASTNET has over 80 across the country, with more than 50 sites collocated with NADP's NTN sites. Sites may include a filterpack system located upon a 10m tower, meteorological measurement equipment (currently ~29 sites), an ozone analyzer, and trace gas analyzers. Each CASTNET site includes a temperature controlled shelter and a data logger which should also be included in the audit process. More information about CASTNET can be found here: www.epa.gov/castnet.
- b. The NADP National Trends Network (NTN)
The NTN network is NADP's precipitation chemistry and wet deposition network with over 200 sites across the U.S. and Canada. The network sites typically include a precipitation gage and a wet chemistry collector. More information about the NTN can be found here: <http://nadp.isws.illinois.edu/NTN>.
- c. The NADP's Mercury Deposition Network (MDN)
The MDN is the only network providing a long-term record of total mercury (Hg) concentration and deposition in precipitation in the U.S. and Canada. Each site includes a precipitation gage and a wet chemistry collector. More information about the MDN can be found here: <http://nadp.isws.illinois.edu/MDN>.
- d. The NADP's Atmospheric Integrated Research Monitoring Network (AIRMoN)
AIRMoN samples are collected during precipitation events at the 7 sites. Unlike CASTNET and NADP's NTN and MDN, the AIRMoN samples are collected daily. Each site includes a precipitation gage and collector, and also includes a National Weather Service standard gage. More information about the AIRMoN can be found here: <http://nadp.iswis.illinois.edu/AIRMoN>.
- e. The NADP's Atmospheric Mercury Network (AMNet)
AMNet was established as an NADP sub-network in 2009. Hourly measurements of speciated mercury (Hg) are collected at more than 20 sites across the US, Canada, South America and Taiwan. Each site has a Tekran analyzer which provides continuous analysis of gaseous oxidized Hg, elemental Hg and particulate-bound Hg. More information about the AMNet can be found here: <http://nadp.isws.illinois.edu/amn/>.
- f. The NADP's Ammonia Monitoring Network (AMoN)
The NADP AMoN network was established in 2010. Two-week measurements of concentrations of ammonia are collected at more than 50 sites across the US using passive samplers. Over 30 AMoN sites are collocated with CASTNET. More information about AMoN can be found here: <http://nadp.sws.uiuc.edu/amon/>.

The NADP Program Office operates and administers the three precipitation chemistry networks (NTN, MDN and AIRMoN), two atmospheric concentration networks (AMNet and AMoN), two analytical laboratories (the Central Analytical Laboratory (CAL) located at the University of Illinois/Illinois State Water Survey and the Mercury Analytical Laboratory (HAL) located at Frontier Global Sciences), and the network equipment depot (NED). The contractor will not be responsible for performing a full systems audit on the AMNet Tekran equipment. The contractor shall work closely with the NADP Program Office to ensure each network is operationally meeting their objectives.

The contractor shall ensure that the site locations and configurations match those provided in the Quality Assurance Project Plan (QAPP). The contractor shall ensure that the operator follows the protocols stated in the QAPPs and that the equipment at each site meets the criteria stated in the network QAPPs.

The contractor shall actively participate in CASTNET and NADP meetings. The project manager or another representative shall present annual results at the Network Operations (NOS) subcommittee meeting at the semi-annual NADP meetings. The NOS has several charges including evaluation of NADP siting criteria, network equipment, standard operating procedures (SOPs), methods and technologies used by each NADP network. In addition, the project manager or another representative shall participate in the NADP Quality Assurance Advisory Group (QAAG). The QAAG oversees the quality assurance procedures for current and new equipment, measurement data, site audit data and special studies for the NADP community. The QAAG typically has two conference calls per year.

IV. Description of Tasks

a. Core Operations (Task 1.1)

Core operations include database management, reporting, and the general tasks described below.

i. Preparation

Within 90 days after the contract is awarded, the contractor shall become familiar with the overall operations of each of the networks. The contractor shall work closely with the EPA TOPO and the NADP Program Office in the coordination of the site surveys and to maximize the utility of the information gathered. Quality Assurance documents can be found on the CASTNET website (<http://epa.gov/castnet>) and the NADP website (<http://nadp.isws.illinois.edu/>).

The contractor shall obtain standards and supplies required to conduct each of the site surveys. This includes all NIST traceable standards, primary standards, equipment – including a GPS, digital camera and a laptop computer. The CASTNET contractor and the CAL will provide quality control samples as appropriate. If new equipment is introduced into any of the networks, quality control checks may occur between the survey contractor and the network contractors.

The contractor shall become familiar with the functions of each of the networks, the EPA, the NADP and both of the laboratories. The contractor shall obtain a current list of site status, site operator contact information and any other pertinent information. In addition, the contractor shall work with the NADP PO and the EPA to determine if a training workshop given by the Program Office and/or the CASTNET contractor prior to the first site survey is necessary.

The contractor shall prepare a relational database that can easily be used to complete site surveys and transfer information to the EPA TOPO, the NADP QA Manager and the site supervisor. The contractor shall work with the EPA TOPO and NADP QA Manager to complete the database structure and determine the required information to be collected during each site visit. A copy of the database structure should be provided to the EPA TOPO and NADP QA Manager prior to the start of the contract. Any changes made to the database during the contract period should be discussed with the EPA TOPO and NADP QA Manager.

*The current CASTNET audit and NADP audit database is located on an EPA ftp site. Offerors may propose using the same format or they may propose using a format of their choosing. The audit database may be found at the following address: <ftp://ftp.epa.gov/castnet/AuditDbase/>

ii. Prepare Workplan and Quality Assurance Documentation

The contractor shall prepare a Work Plan in accordance with the terms and conditions of the contract. The workplan shall include the proposed site list for the first year of the contract.

The contractor shall prepare detailed standard operating procedures (SOPs), a quality assurance project plan (QAPP) and a quality management plan (QMP) for all aspects of the work. The SOPs,

QAPP and QMP shall be submitted to the EPA for comment and approval before work begins. The contractor may revise existing QA documents as necessary to include the program described in the contract or prepare new documents to be compliant with EPA Order 5360.1 A2, *Policy and Program Requirements for the Mandatory Agency-Wide Quality System*.

NETWORK						SITE_ID	SITE_NAME	STATE	LATITUDE	LONGITUDE	CASTNET_ID
NTN	MDN	AIRMoN	AMoN	AMNet	CASTNET						
	m					AB13	Henry Kroeger	AB	51.4242	-110.8325	
	m					AB14	Genesee	AB	53.3016	-114.2016	
n						AG01	Laurenti-MAR	AG	-30.9501	-62.8244	
	m					AK00	Dutch Harbor	AK	53.8454	-166.5048	
n						AK01	Poker Creek	AK	65.155	-147.491	
n						AK02	Juneau	AK	58.5139	-134.7843	
n					c	AK03	Denali National Park-Mt. McKinley	AK	63.7232	-148.9676	DEN417
	m					AK05	Glacier Bay National Park - Bartlett Cove	AK	58.4566	-135.8674	
n						AK06	Gates of the Arctic National Park - Bettles	AK	66.906	-151.683	
	m					AK06	Gates of the Arctic National Park - Bettles	AK	66.906	-151.683	
n						AK97	Katmai National Park - King Salmon	AK	58.6794	-156.6664	
	m					AK98	Kodiak	AK	57.7189	-152.5617	
n	m					AL03	Centreville	AL	32.9035	-87.2499	
n						AL10	Black Belt Research & Extension Center	AL	32.4583	-87.2422	
	m			h		AL19	Birmingham	AL			
n			p		c	AL99	Sand Mountain Research & Extension Center	AL	34.2886	-85.9699	SND152
n						AR02	Warren 2WSW	AR	33.605	-92.0972	
n			p		c	AR03	Caddo Valley	AR	34.1795	-93.0992	CAD150
n						AR16	Buffalo National River-Buffalo Point	AR	36.0842	-92.5868	
n						AR27	Fayetteville	AR	36.1011	-94.1737	
	m					AZ02	Sycamore Canyon	AZ	35.1406	-111.9692	
n					c	AZ03	Grand Canyon National Park-Hopi Point	AZ	36.0586	-112.184	GRC474
n						AZ06	Organ Pipe Cactus National Monument	AZ	31.9492	-112.802	
n					c	AZ97	Petrified Forest National Park-Rainbow Forest	AZ	34.8224	-109.8925	PET427
n			p		c	AZ98	Chiricahua	AZ	32.0097	-109.3889	CHA467
n						AZ99	Oliver Knoll	AZ	33.0708	-109.866	
	m					BC16	Saturna Island	BC	48.7753	-123.1281	
	m					CA20	Yurok Tribe-Requa	CA	41.5588	-124.0916	
n						CA28	Kings River Experimental Watershed	CA	37.0592	-119.1822	
n						CA42	Tanbark Flat	CA	34.2071	-117.7618	
n						CA45	Hopland	CA	39.0045	-123.086	
n						CA50	Sagehen Creek	CA	39.4315	-120.2397	

n					c	CA66	Pinnacles National Monument-Bear Valley	CA	36.4834	-121.157	PIN414
n			p		c	CA67	Joshua Tree National Park-Black Rock	CA	34.0695	-116.3889	JOT403
n	m					CA75	Sequoia National Park-Giant Forest	CA	36.5661	-118.778	
			p		c	CA83	Sequoia National Park - Ash Mountain	CA	36.4894	-118.8228	SEK430
n						CA76	Montague	CA	41.7662	-122.4798	
n						CA88	Davis	CA	38.5357	-121.7762	
n	m					CA94	Converse Flats	CA	34.1938	-116.9131	
n					c	CA96	Lassen Volcanic National Park-Manzanita Lake	CA	40.539	-121.5772	LAV410
n						CA99	Yosemite National Park-Hodgdon Meadow	CA	37.7961	-119.8581	
			p		c	CA44	Yosemite National Park - Turtleback Dome	CA	37.7133	-119.7061	YOS404
n						CAN5	Frelighsburg	QB	45.0503	-72.8617	
n						CO00	Alamosa	CO	37.4421	-105.868	
n						CO01	Las Animas Fish Hatchery	CO	38.1177	-103.316	
n						CO02	Niwot Saddle	CO	40.0547	-105.5891	
n						CO08	Four Mile Park	CO	39.4025	-107.3454	
n					c	CO10	Gothic	CO	38.9561	-106.986	GTH161
n						CO15	Sand Spring	CO	40.5077	-107.7025	
n						CO19	Rocky Mountain National Park-Beaver Meadows	CO	40.3639	-105.581	
n						CO21	Manitou	CO	39.1008	-105.0933	
n						CO22	Pawnee	CO	40.806	-104.756	
			p		c	CO88	Rocky Mountain National Park - Longs Peak	CO	40.2778	-105.5453	ROM406/206
n						CO89	Rocky Mountain National Park-Loch Vale	CO	40.2878	-105.6628	
n						CO90	Niwot Ridge-Southeast	CO	40.0367	-105.544	
n						CO91	Wolf Creek Pass	CO	37.4686	-106.787	
n						CO92	Sunlight Peak	CO	39.4264	-107.3799	
n						CO93	Buffalo Pass - Dry Lake	CO	40.5347	-106.7811	
n						CO94	Sugarloaf	CO	39.9939	-105.48	
n	m					CO96	Molas Pass	CO	37.75	-107.689	
n	m					CO97	Buffalo Pass - Summit Lake	CO	40.5383	-106.6766	
n			p			CO98	Rocky Mountain National Park-Loch Vale	CO	40.2878	-105.6628	
n	m				c	CO99	Mesa Verde National Park-Chapin Mesa	CO	37.1979	-108.491	MEV405
n			p		c	CT15	Abington	CT	41.84	-72.0101	ABT147
		a				DE02	Lewes	DE	38.7722	-75.0992	
n						FL03	Bradford Forest	FL	29.9748	-82.1978	
n	m					FL05	Chassahowitzka National Wildlife Refuge	FL	28.7486	-82.5551	
n	m		p		c	FL11	Everglades National Park-Research Center	FL	25.39	-80.68	EVE419
n						FL14	Quincy	FL	30.5486	-84.6004	
			p		c	FL19	Indian River	FL	27.8492	-80.4554	IRL141

n					c	FL23	Sumatra	FL	30.1106	-84.9902	SUM156
n						FL32	Orlando	FL	28.5926	-81.1904	
	m					FL34	Everglades Nutrient Removal Project	FL	26.6556	-80.3972	
n						FL41	Verna Well Field	FL	27.3801	-82.2831	
	m			h		FL96	Pensacola	FL			
	m					FL97	Everglades-Western Broward County	FL	26.1714	-80.8222	
n						FL99	Kennedy Space Center	FL	28.5428	-80.644	
n	m					GA09	Okefenokee National Wildlife Refuge	GA	30.7404	-82.1283	
n						GA20	Bellville	GA	32.0849	-81.9367	
n	m					GA33	Sapelo Island	GA	31.3961	-81.2811	
	m			h		GA40	Yorkville	GA	33.9311	-85.0461	
n			p		c	GA41	Georgia Station	GA	33.1805	-84.4103	GAS153
n						GA99	Chula	GA	31.5217	-83.5482	
n						IA08	Big Springs Fish Hatchery	IA	42.9097	-91.47	
n						IA23	McNay Research Center	IA	40.9631	-93.3925	
n						ID02	Priest River Experimental Forest	ID	48.3518	-116.8397	
n	m		p			ID03	Craters of the Moon National Monument	ID	43.4605	-113.5551	
n						ID11	Reynolds Creek	ID	43.2049	-116.75	
n	m	a	p		c	IL11	Bondville	IL	40.0528	-88.3719	BVL130
n						IL18	Shabbona	IL	41.8414	-88.8511	
n			p		c	IL46	Alhambra	IL	38.8689	-89.6219	ALH157
			p		c	ILxx	Stockton	IL	42.2869	-89.9997	STK138
n						IL63	Dixon Springs Agricultural Center	IL	37.4356	-88.6719	
n						IL78	Monmouth	IL	40.9333	-90.7231	
n						IN20	Roush Lake	IN	40.8401	-85.4639	
	m					IN21	Clifty Falls State Park	IN	38.7622	-85.4202	
n			p		c	IN22	Southwest Purdue Agriculture Center	IN	38.7408	-87.4855	VIN140
					c	INxx	Salamonie	IN	40.816	-85.6611	SAL133
n	m					IN34	Indiana Dunes National Lakeshore	IN	41.6318	-87.0881	
n						IN41	Agronomy Center for Research and Extension	IN	40.4749	-86.9924	
	m					KS03	Reserve	KS	38.9792	-95.5681	
	m					KS04	West Mineral	KS	37.2731	-94.94	
	m					KS05	Coffey County Lake	KS	38.1992	-95.6646	
n						KS07	Farlington Fish Hatchery	KS	37.6511	-94.8036	
	m					KS24	Glen Elder State Park	KS	39.5136	-98.3403	
n			p		c	KS31	Konza Prairie	KS	39.1022	-96.6092	KNZ184
n	m					KS32	Lake Scott State Park	KS	38.6717	-100.9164	
	m					KS99	Cimarron National Grassland	KS	37.1336	-101.8248	
n			p			KY03	Mackville	KY	37.7047	-85.0489	MCK131/MCK231

n	m				c	KY10	Mammoth Cave National Park-Houchin Meadow	KY	37.1317	-86.148	MAC426
n						KY19	Seneca Park	KY	38.2322	-85.6727	
n						KY22	Lilley Cornett Woods	KY	37.0778	-82.9936	
n						KY35	Clark State Fish Hatchery	KY	38.1183	-83.5469	
					c	KYxx	Crockett	KY	37.9214	-83.0662	CKT136
			p		c	KY98	Cadiz	KY	36.7841	-87.8499	CDZ171
n						KY99	Mulberry Flat	KY	36.9029	-88.0121	
n						LA30	Southeast Research Station	LA	30.7819	-90.2021	
n	m					MA01	North Atlantic Coastal Lab	MA	41.9759	-70.0241	
n						MA08	Quabbin Reservoir	MA	42.3925	-72.3444	
	m					MD00	Smithsonian Environmental Research Center	MD	38.889	-76.5558	
n						MD07	Catoctin Mountain Park	MD	39.647	-77.4848	
n	m		p	h		MD08	Piney Reservoir	MD	39.7053	-79.0122	
n						MD13	Wye	MD	38.9131	-76.1525	
n						MD15	Smith Island	MD	37.9925	-76.0345	
n						MD18	Assateague Island National Seashore-Woodcock	MD	38.251	-75.1593	
					c	MDxx	Blackwater NWR	MD	38.445	-76.1114	BWR139
n	m		p	h	c	MD99	Beltsville	MD	39.028	-76.8171	BEL116
n	m					ME00	Caribou	ME	46.8675	-68.0134	
n	m					ME02	Bridgton	ME	44.1075	-70.7289	
n	m					ME04	Carrabassett Valley	ME	45.0803	-70.2119	
					c	MExx	Ashland	ME	46.6041	-68.4135	ASH135
					c	MEyy	Howland	ME	45.2158	-68.7082	HOW132
n						ME08	Gilead	ME	44.4003	-71.0098	
n	m					ME09	Greenville Station	ME	45.4891	-69.6647	
n	m					ME96	Casco Bay-Wolfe's Neck Farm	ME	43.8325	-70.0645	
n	m				c	ME98	Acadia National Park-McFarland Hill	ME	44.3772	-68.2608	ACA416
n						MI09	Douglas Lake	MI	45.5608	-84.6783	
n						MI26	Kellogg Biological Station	MI	42.4103	-85.3928	
n	m					MI48	Seney National Wildlife Refuge-Headquarters	MI	46.2889	-85.9504	
n					c	MI51	Unionville	MI	43.6135	-83.3599	UVL124
n					c	MI52	Ann Arbor	MI	42.4164	-83.9019	ANA115
n						MI53	Wellston	MI	44.2242	-85.8186	
					c	MIxx	Hoxeyville	MI	44.1809	-85.739	HOX148
n						MI98	Raco	MI	46.3723	-84.7434	
n						MI99	Chassell	MI	47.1046	-88.5516	
n						MN01	Cedar Creek	MN	45.4017	-93.2031	
n						MN08	Hovland	MN	47.8471	-89.965	

n	m					MN16	Marcell Experimental Forest	MN	47.5311	-93.4686	
n	m		p			MN18	Fernberg	MN	47.9464	-91.4961	
n	m					MN23	Camp Ripley	MN	46.2494	-94.4972	
n	m					MN27	Lamberton	MN	44.2369	-95.301	
n						MN28	Grindstone Lake	MN	46.1217	-93.0001	
n					c	MN32	Voyageurs National Park-Sullivan Bay	MN	48.4132	-92.8305	VOY413
	m					MN98	Blaine	MN	45.1407	-93.222	
n						MN99	Wolf Ridge	MN	47.3841	-91.2067	
n	m					MO03	Ashland Wildlife Area	MO	38.754	-92.1994	
n						MO05	University Forest	MO	36.9108	-90.3187	
	m					MO46	Mingo National Wildlife Refuge	MO	36.9716	-90.1433	
n						MS10	Clinton	MS	32.3069	-90.3186	
n	m			h		MS12	Grand Bay NERR	MS	30.4294	-88.4277	
n						MS19	Newton	MS	32.3269	-89.2086	
	m					MS22	Oak Grove	MS	30.985	-88.9319	
n			p		c	MS30	Coffeeville	MS	34.0025	-89.7993	CVL151
n						MT00	Little Bighorn Battlefield National Monument	MT	45.5701	-107.438	
n	m		p		c	MT05	Glacier National Park-Fire Weather Station	MT	48.5103	-113.9958	GLR468
n						MT07	Clancy	MT	46.485	-112.0647	
	m					MT95	Badger Peak	MT	45.6335	-106.5501	
n						MT96	Poplar River	MT	48.3149	-105.144	
n						MT97	Lost Trail Pass	MT	45.692	-113.968	
n						MT98	Havre - Northern Agricultural Research Center	MT	48.5007	-109.798	
n						NC03	Lewiston	NC	36.1325	-77.1708	
n			p		c	NC06	Beaufort	NC	34.8846	-76.6207	BFT142
	m					NC08	Waccamaw State Park	NC	34.2592	-78.4777	
n					c	NC25	Coweeta	NC	35.0605	-83.4305	COW137
					c	NC26	Candor	NC	35.2632	-79.8365	CND125
n						NC29	Hofmann Forest	NC	34.825	-77.3228	
					c	NCxx	Cranberry	NC	36.1058	-82.0454	PNF126
n						NC34	Piedmont Research Station	NC	35.697	-80.6225	
n						NC35	Clinton Crops Research Station	NC	35.0258	-78.2783	
n						NC36	Jordan Creek	NC	34.9705	-79.5281	
n						NC41	Finley Farm	NC	35.7288	-78.6802	
	m					NC42	Pettigrew State Park	NC	35.7373	-76.5149	
n						NC45	Mt. Mitchell	NC	35.7353	-82.2861	
n					c	ND00	Theodore Roosevelt National Park-Painted Canyon	ND	46.8951	-103.378	THR422
n						ND08	Icelandic State Park	ND	48.782	-97.7546	

n						ND11	Woodworth	ND	47.1247	-99.2381	
n	m					NE15	Mead	NE	41.1528	-96.4912	
	m					NE25	Winnebago	NE	42.248	-96.474	
			p		c	NE98	Santee	NE	42.8292	-97.854	SAN189
n						NE99	North Platte Agricultural Experiment Station	NE	41.0592	-100.7464	
	m					NF19	Stephenville	NF	48.5614	-58.5656	
n					c	NH02	Hubbard Brook	NH	43.9433	-71.7029	WST109
n						NJ00	Edwin B. Forsythe National Wildlife Refuge	NJ	39.4728	-74.4369	
	m					NJ30	New Brunswick	NJ	40.4728	-74.4226	
n						NJ99	Washington Crossing	NJ	40.3154	-74.8536	
			p		c	NJ98	Washington Crossing-CASTNET	NJ	40.3125	-74.8729	WSP144
n						NM01	Gila Cliff Dwellings National Monument	NM	33.2203	-108.2347	
n						NM07	Bandelier National Monument	NM	35.7788	-106.266	
n						NM08	Mayhill	NM	32.9096	-105.471	
n						NM12	Capulin Volcano National Monument	NM	36.779	-103.981	
	m					NM97	Valles Caldera National Preserve	NM	35.8584	-106.5214	
	m		p			NM98	Navajo Lake	NM	36.8097	-107.6515	
	m			h		NS01	Kejimkujik National Park	NS	44.4328	-65.2056	
	m					NV02	Lesperance Ranch	NV	41.5033	-117.4989	
n						NV03	Smith Valley	NV	38.7992	-119.2567	
n					c	NV05	Great Basin National Park-Lehman Caves	NV	39.0054	-114.217	GRB411
	m					NV99	Gibb's Ranch	NV	41.5713	-115.2117	
n						NY01	Alfred	NY	42.2276	-77.8016	
	m			h		NY06	Bronx	NY	40.868	-73.8782	
n						NY08	Aurora Research Farm	NY	42.7339	-76.6597	
n						NY10	Chautauqua	NY	42.2994	-79.3964	
n	m			h	c	NY20	Huntington Wildlife	NY	43.9731	-74.2231	HWF187
n						NY22	Akwesasne Mohawk-Fort Covington	NY	44.9226	-74.4806	
n						NY29	Moss Lake	NY	43.7868	-74.8429	
	m			h		NY43	Rochester	NY	43.1463	-77.5481	
n						NY52	Bennett Bridge	NY	43.5282	-75.9492	
		a	p		c	NY67	Ithaca	NY	42.4014	-76.6589	CTH110
n	m					NY68	Biscuit Brook	NY	41.9936	-74.5031	
					c	NYxx	Claryville	NY	41.9422	-74.5519	CAT175
n						NY96	Cedar Beach, Southold	NY	41.0347	-72.3891	
n						NY98	Whiteface Mountain	NY	44.3933	-73.8594	
n						NY99	West Point	NY	41.3511	-74.0484	
	m		p	h		OH02	Athens Super Site	OH	39.3078	-82.1182	

n					c	OH09	Oxford	OH	39.5309	-84.7238	OXF122
n						OH17	Delaware	OH	40.3555	-83.0661	
					c	OHxx	Quaker City	OH	39.9428	-81.3373	QAK172
n						OH49	Caldwell	OH	39.7928	-81.5311	
n			p		c	OH54	Deer Creek State Park	OH	39.6359	-83.2606	DCP114
n						OH71	Wooster	OH	40.7813	-81.9197	
n						OK00	Salt Plains National Wildlife Refuge	OK	36.8053	-98.2006	
	m					OK01	McGee Creek	OK	34.3154	-95.8893	
	m					OK04	Lake Murray	OK	34.1033	-97.0708	
	m					OK06	Wichita Mountains NWR	OK	34.7342	-98.7094	
n						OK17	Kessler Farm Field Laboratory	OK	34.98	-97.5214	
n						OK29	Goodwell Research Station	OK	36.5908	-101.6175	
	m					OK31	Copan	OK	36.9081	-95.8823	
	m		p	h	c	OK99	Stilwell	OK	35.7514	-94.6717	CHE185
	m				c	ON07	Egbert	ON	44.2339	-79.7917	EGB181
n						OR09	Silver Lake Ranger Station	OR	43.119	-121.059	
n						OR10	H. J. Andrews Experimental Forest	OR	44.2118	-122.256	
n						OR18	Starkey Experimental Forest	OR	45.2247	-118.513	
n						OR97	Hyslop Farm	OR	44.6347	-123.19	
n	m		p		c	PA00	Arendtsville	PA	39.9231	-77.3078	ARE128
	m					PA13	Allegheny Portage Railroad National Historic Site	PA	40.457	-78.56	
n		a				PA15	Penn State	PA	40.7883	-77.9458	
n						PA18	Young Woman's Creek	PA	41.4142	-77.6799	
n			p		c	PA29	Kane Experimental Forest	PA	41.5978	-78.7675	KEF112
	m					PA30	Erie	PA	42.1558	-80.1134	
					c	PAxx	Laurel Hill	PA	39.9878	-79.2515	LRL117
	m					PA37	Waynesburg	PA	39.8161	-80.285	
n	m					PA42	Leading Ridge	PA	40.6575	-77.9397	
n	m					PA47	Millersville	PA	39.9909	-76.3856	
					c	PAyy	M.K. Goddard	PA	41.4271	-80.1451	MKG113
					c	PAzz	Penn State	PA	40.7208	-77.9319	PSU106
	m					PA52	Little Pine State Park	PA	41.3639	-77.3561	
	m					PA60	Valley Forge	PA	40.1166	-75.8833	
n	m					PA72	Milford	PA	41.3273	-74.8199	
	m					PA90	Hills Creek State Park	PA	41.8043	-77.1903	
	m					PQ17	Chapais	PQ	49.8225	-74.9753	
n						PR20	El Verde	PR	18.3206	-65.82	
	m					SC03	Savannah River	SC	33.245	-81.6505	
n	m		p			SC05	Cape Romain National Wildlife Refuge	SC	32.9419	-79.6591	

n						SC06	Santee National Wildlife Refuge	SC	33.5394	-80.435	
	m					SC19	Congaree Swamp	SC	33.8145	-80.7809	
n					c	SD04	Wind Cave National Park-Elk Mountain	SD	43.5577	-103.484	WNC429
n						SD08	Cottonwood	SD	43.9461	-101.8552	
	m					SD18	Eagle Butte	SD	44.9931	-101.2403	
n						SD99	Huron Well Field	SD	44.355	-98.2917	
	m					SK12	Bratt's Lake BSRN	SK	50.2003	-104.7111	
n		a				TN00	Walker Branch Watershed	TN	35.9614	-84.2872	
n					c	TN04	Speedwell	TN	36.4698	-83.8272	SPD111
					c	TNxx	Edgar Evin	TN	36.0388	-85.7331	ESP127
			p		c	TN01	Great Smoky Mountain NP - Look Rock	TN	35.6331	-83.9422	GRS420
n	m					TN11	Great Smoky Mountains National Park-Elkmont	TN	35.6645	-83.5903	
n						TN14	Hatchie National Wildlife Refuge	TN	35.4688	-89.1713	
n						TX02	Muleshoe National Wildlife Refuge	TX	33.9557	-102.776	
n						TX03	Beeville	TX	28.4667	-97.7069	
n					c	TX04	Big Bend National Park - K-Bar	TX	29.3025	-103.1781	BBE401
n						TX10	Attwater Prairie Chicken National Wildlife Refuge	TX	29.6614	-96.2594	
n						TX16	Sonora	TX	30.2613	-100.5551	
					c	TXxx	Alabama-Coushatta	TX	30.7017	-94.6742	ALC188
n	m					TX21	Longview	TX	32.3786	-94.7117	
n						TX22	Guadalupe Mountains National Park Frijole Ranger S	TX	31.9069	-104.805	
n			p		c	TX43	Cañónceta	TX	34.88	-101.665	PAL190
n						TX56	L.B.J. National Grasslands	TX	33.3917	-97.6397	
n						UT01	Logan	UT	41.6661	-111.8914	
n						UT08	Murphy Ridge	UT	41.3586	-111.048	
n					c	UT09	Canyonlands National Park-Island in the Sky	UT	38.4584	-109.821	CAN407
				h		UT96	Antelope Island	UT	41.0467	-112.0248	
	m			h		UT97	Salt Lake City	UT	40.7118	-111.9609	
n						UT98	Green River	UT	39.0001	-110.174	
n						UT99	Bryce Canyon National Park-Repeater Hill	UT	37.6186	-112.1728	
n						VA00	Charlottesville	VA	38.0402	-78.5427	
n					c	VA13	Horton's Station	VA	37.3294	-80.5579	VPI120
n			p		c	VA24	Prince Edward	VA	37.1652	-78.3073	PED108
n	m				c	VA28	Shenandoah National Park-Big Meadows	VA	38.5231	-78.4348	SHN418
n	m					VA98	Harcum	VA	37.5312	-76.4928	
n						VA99	Natural Bridge Station	VA	37.6265	-79.5126	
n						VI01	Virgin Islands National Park-Lind Point	VI	18.3362	-64.7962	
n						VT01	Bennington	VT	42.8761	-73.1633	

n	m	a		h		VT99	Underhill	VT	44.5283	-72.8684	
	m					WA03	Makah National Fish Hatchery	WA	48.2892	-124.6519	
n						WA14	Olympic National Park-Hoh Ranger Station	WA	47.8597	-123.9325	
	m					WA18	Seattle/NOAA	WA	47.6843	-122.2588	
n						WA19	North Cascades National Park-Marblemount Ranger St	WA	48.5403	-121.446	
n						WA21	La Grande	WA	46.8353	-122.2867	
n						WA24	Palouse Conservation Farm	WA	46.7606	-117.1847	
n						WA98	Columbia River Gorge	WA	45.5694	-122.21	
n			p		c	WA99	Mount Rainier National Park-Tahoma Woods	WA	46.7582	-122.1243	MOR409
	m					WI08	Brule River	WI	46.7466	-91.6055	
n	m					WI09	Popple River	WI	45.7964	-88.3994	
n	m					WI10	Potawatomi	WI	45.5633	-88.8082	
	m					WI22	Milwaukee	WI	43.0752	-87.8843	
n						WI25	Suring	WI	45.052	-88.3726	
n						WI28	Lake Dubay	WI	44.7073	-89.7716	
	m					WI31	Devil's Lake	WI	43.4352	-89.6801	
n			p		c	WI35	Perkinstown	WI	45.2064	-90.5978	PRK134
n	m					WI36	Trout Lake	WI	46.0528	-89.6531	
n						WI37	Spooner	WI	45.8228	-91.8744	
n						WI98	Wildcat Mountain	WI	43.7023	-90.5685	
n	m					WI99	Lake Geneva	WI	42.5792	-88.5006	
n						WV04	Babcock State Park	WV	37.9796	-80.9525	
n			p		c	WV05	Cedar Creek State Park	WV	38.8794	-80.8478	CDR119
n					c	WV18	Parsons	WV	39.0897	-79.6622	PAR107
	m	a		h		WV99	Canaan Valley Institute	WV	39.0636	-79.4222	
n						WY00	Snowy Range	WY	41.3762	-106.26	
n						WY02	Sinks Canyon	WY	42.7336	-108.8498	
n					c	WY06	Pinedale	WY	42.929	-109.7875	PND165
n	m					WY08	Yellowstone National Park-Tower Falls	WY	44.9166	-110.4203	
n			p			WY94	Grand Tetons National Park	WY			
n						WY95	Brooklyn Lake	WY	41.3647	-106.2408	
n						WY97	South Pass City	WY	42.4944	-108.832	
n						WY98	Gypsum Creek	WY	43.2227	-109.9917	
n						WY99	Newcastle	WY	43.873	-104.1917	
					c	WYxx	Yellowstone NP	WY	44.5597	-110.401	YEL408

The SOPs will be updated any time new equipment, new siting criteria, or program requirements are introduced. The documentation will include comprehensive audit forms and database verification checks for all aspects of the program. The SOPs will be submitted to EPA and the NADP Program Office for comment and approval before field work begins.

iii. Database

The contractor shall develop a comprehensive electronic audit database to record numeric audit results into a relational database format for the entire audit program. Each field in the database shall include metadata for ease of interpretation. The database shall also include all traceability certifications for standards (gas, weights, etc.). Audit findings in the database shall be used to generate quick audit reports for the individual sites by the contractor. The database shall be delivered to EPA and NADP (for NTN, MDN and AIRMoN sites) monthly. The generated reports shall include field accuracy criteria given in the QAPP and shall accommodate detailed text comments of audit findings, site sketches to verify the stated configurations and any other pertinent material. If a location has previously been audited, the contractor shall use the previous audit report as a basis for comparison to complete the current audit. Findings from the previous audits will be used to determine if corrective actions have been implemented. All audit information shall be archived on optical ROM media.

Reports that can be generated instantaneously following the audit shall be generated by the contractor after each audit or database submittal. The EPA, NADP (for NTN, MDN and AIRMoN audits), the site operator and site supervisor shall also receive a copy of the spot report. The spot report shall contain preliminary audit results and written findings. These findings can be used to determine how quickly the NADP or CASTNET sites problems are resolved by the sponsor or contractor.

b. Other Direct Costs (Travel/Site Visits) (Task 2.1)

Site visits will be made by the auditor based on the number of units ordered under each CLIN, the last site visit and by regional location. The contractor is encouraged to visit sites in an order that is feasible (based on weather/seasons), location (visit nearby sites together) and the time the site was last audited.

Prior to the start of the contract option period, the EPA, the NADP Quality Assurance Manager and contractor shall develop a field auditing schedule for the CASTNET and NADP sites. The NADP sites are typically visited at least once every three years, while the CASTNET sites are visited once every other year for a full audit and once a year for an ozone performance evaluation (PE). The number of site audits ordered by the EPA will vary from year to year. It is expected that the contractor will visit between 50 and 150 sites per year (collocated sites count as 1 site). Efficient use of travel, such as scheduling trips to the NADP and CASTNET collocated sites together and nearby sites should be scheduled during the same time period, is required. The list of active sites that will be included in the site audit visits is shown in Table 1.

Table 1 List of NADP & CASTNET sites. NADP AMoN and NADP AMNet sites not collocated with other NADP networks or CASTNET are not included because audits for these sites are not included under this contract.

The contractor shall notify the Task Order Project Officer (TOPO), the site operator, the site sponsor and site supervisor at least one month prior to the anticipated date of a site audit. The contractor should confirm with the site operator at least two weeks prior to the field audit that the operator will be available during the audit. The contractor shall review the previous survey information and call the site operator if there were any problems previously cited. The site operator and/or backup operator should attend the audit so the contractor can answer questions, troubleshoot any problems the operator has had with equipment and the contractor can assess the operator's capabilities.

c. CASTNET/NADP Audits (Task 3.1-6.1)

Tasks 3.1-6.1 are described below including the acceptance criteria for the equipment at each site. The tasks are as follows:

3.1 CASTNET site audit without meteorological equipment

- 3.2 CASTNET site audit with meteorological equipment
- 3.3 CASTNET AQS Ozone Audit (PE Audit only)
- 4.1 NADP NTN site audit
- 4.2 NADP MDN site audit
- 4.3 NADP AIRMoN site audit
- 5.1 NADP AMNet site evaluation
- 6.1 NADP AMoN site evaluation

The contractor shall be thoroughly familiar with all aspects of CASTNET and NADP field operations and QAPPs. The contractor field audit teams shall be familiar with all equipment used in the field and the duties each site operator is responsible for. The audit teams should be able to speak to the site operator confidently on the maintenance, operations and troubleshooting of equipment on-site.

Prior to each trip into the field, the contractor shall prepare and test all quality assurance equipment and materials; review site-specific quality control information (maps, QC test results, etc); package and check all equipment and supplies; and prepare site survey notebooks.

Site audits for both CASTNET and NADP sites should address the following:

- Site locations and configurations meet the siting criteria provided in the network QAPP. Contractor will include a site plan view with legend indicating objects and attributes within a 30 m radius of sampling tower (CASTNET) and/or the sample collector (NTN/MDN/AIRMoN). Contractor shall document the site configuration by taking photographs in the 8 cardinal directions (N, NE, E, SE, S, SW, W, and NW).
- Sites are accessible, orderly and compliant with OSHA safety standards
- Operators demonstrate an adequate knowledge and ability to perform required site activities including documentation. Contractor shall provide technical assistance, training and instruction to site operators concerning maintaining the site and equipment. Contractor shall review the latest field forms to determine if the operator is properly filling out the required fields.

Upon completion of the site audit, the contractor shall conduct an exit interview with the site operator and shall give the operator a brief report concerning the general condition of the site and any safety issues found, if applicable.

i. CASTNET

The contractor shall address the following during the CASTNET audit:

- All instrumentation is in good physical and operational condition and are sited to meet EPA's ambient monitoring guidelines (EPA-600/4-82-060)
- All ambient air quality instruments are functional, calibrated, being operated in the appropriate range and the zero air supply is compliant with EPA's *Quality Assurance Handbook for Air Pollution Measurements Systems: Volume II – Ambient Air Specific Methods*
- Sampling lines are free of leaks, kinks, visible contamination, weathering and moisture
- Shelters provide adequate temperature control
- Site documentation (maintenance schedules, on-site SOPs, etc.) are current and log book records are complete

The contractor shall conduct a complete performance audit on all CASTNET instruments at each site. There are ~30 CASTNET sites which include meteorological equipment.

These sites are included as a separate task because of the additional work associated with the audit of meteorological equipment. Specific methods are summarized below. All standards used in the audit should be traceable to the NIST or another authoritative standards organization and shall be certified as current. Accuracy criteria for all parameters are shown in Table 2 below.

Table 2 Accuracy criteria that shall be used for the CASTNET site audits

Parameter	Test	Audit Challenge	Acceptance Criteria
Precipitation	Response	10 manual tips	1 DAS counter per tip
Precipitation	Accuracy	2 introductions of known amounts of water	$\leq \pm 10.0\%$ of input amount
Relative Humidity	Accuracy	Compared to reference instrument or standard solution	$\leq \pm 5.0\%$ above 85.0% RH; $\leq \pm 20.0\%$ at or below 85.0% RH
Solar Radiation	Accuracy	Compared to WRR traceable standard	$\leq \pm 10.0\%$ of daytime average
Surface Wetness	Response	Distilled water spray mist	Positive response
Surface Wetness	Sensitivity	1% decade resistance	N/A
Temperature*	Accuracy	Comparison to 3 NIST measured baths ($\sim 0^\circ\text{C}$, ambient, and \sim full scale)	$\leq \pm 0.5^\circ\text{C}$
Delta Temperature	Accuracy	Comparison to station temperature sensor	$\leq \pm 0.50^\circ\text{C}$
Wind Direction	Orientation Accuracy	Parallel to alignment rod/crossarm, or sighted to distant point	$\leq \pm 5^\circ$ from degrees true
Wind Direction	Linearity	Eight cardinal points on test fixture	$\leq \pm 5^\circ$ mean absolute error
Wind Direction	Response Threshold	Starting torque tested with torque gauge	< 10 g-cm Climatronics; < 20 g-cm R.M. Young
Wind Speed	Accuracy	Shaft rotational speed generated and measured with certified synchronous motor	$\leq \pm 0.5$ mps below 5.0 mps input; $\leq \pm 5.0\%$ of input at or above 5.0 mps
Wind Speed	Starting Threshold	Starting torque tested with torque gauge	< 0.5 g-cm
Mass Flow Controller*	Flow Rate	Comparison with Primary Standard	$\leq \pm 5.0\%$ of designated rate
Ozone*	Slope	Linear regression of multi-point test gas concentration as measured with a certified Level 2 transfer standard	$0.900 \leq m \leq 1.1000$
	Intercept		$-5.0 \text{ ppb} \leq b \leq 5.0 \text{ ppb}$
	Correlation Coefficient		$0.9950 \leq r$
	Percent Difference		$\leq \pm 10.0\%$ of test gas concentration
DAS*	Accuracy	Comparison with certified standard	$\leq \pm 0.003$ VDC
DAS*	Date and Time	Comparison with local standard time USNO	$\leq \pm 5$ min.

Indicates an audit will be performed on the equipment at a CASTNET site without meteorological measurements. Parameters without an asterisks () should be audited at a site labeled as 'with meteorological equipment'.

Gas Analyzers

Gas analyzers shall be audited in accordance with EPA's *Quality Assurance Handbook for Air Pollution Measurement Systems: Volume II – Ambient Air Specific Methods*. The contractor shall be familiar with the different gas sampling configurations employed in the CASTNET program.

At least once per year, the contractor shall conduct an ozone **performance evaluation (PE)** (Task 3.3) at any each site following *40 CFR Part 58* ozone monitoring requirements. It is anticipated that all CASTNET sites will follow the *40 CFR Part 58* guidance by January 1, 2012. Ozone analyzer audits shall be conducted by introducing a reference zero gas and no fewer than three (3) test atmospheres in the analyzer through the entire system by introducing the samples through the particle filter on the 10m tower. The test gas will be generated by a Level 2 transfer standard. The list of sites that need PE audits will be provided to the contractor annually, or as needed. The contractor will submit the PE results to EPA's Air Quality System (AQS) database quarterly.

The gas analyzers must be tested by running the test atmosphere through all filters, scrubbers, conditioners and other components used during normal operation of the instrument. All audits shall include a reference zero gas and at least three consecutive concentration ranges from Table 3.

Table 3 Concentration range for gas analyzer audits at CASTNET sites

Audit Level	Concentration Range, ppm			
	O ₃	SO ₂	NO ₂	CO
1	0.02-0.05	0.0003-0.005	0.0002-0.002	0.08-0.10
2	0.06-0.10	0.006-0.01	0.003-0.005	0.50-1.00
3	0.11-0.20	0.02-0.10	0.006-0.10	1.50-4.00
4	0.21-0.30	0.11-0.40	0.11-0.30	5-15
5	0.31-0.90	0.41-0.90	0.31-0.60	20-50

Flow

Flow audits shall be conducted with an audit flow device connected to the filter pack mount on the CASTNET tower. Audits shall be conducted using a mass flow meter calibrated against a primary flow standard or a portable primary flow standard. The flow systems shall be checked for leakage by capping off the sampling line at the audit device and verifying that the flow readings are negligible for both the audit device and the system mass flow meter.

Data Acquisition Systems (DAS)

The voltage accuracy of the primary and backup dataloggers at each site shall be verified by challenging two (2) datalogger channels (the first from channels 1-8 and the second from channels 9-16) with no fewer than six (6) reference voltages. Voltages in the range of 0-1.0 volts shall be generated by a digital voltage reference and verified on-site with a certified audit digital voltmeter.

Meteorological Measurement Systems

Meteorological equipment shall be audited in accordance with the EPA's *Quality Assurance Handbook for Air Pollution Measurement System: Volume IV – Meteorological Measurements*.

a. Wind Speed Sensors

Dynamic tests of the horizontal wind speed sensors shall be performed using a wind speed calibrator. Sensors shall be tested at a shaft revolution speed range of 0-90% of full scale with no fewer than four (4) test points. The equivalent wind speeds as derived from the sensors manufacturer's specified values for shaft rpm versus wind velocity shall be compared to readings obtained from the on-site dataloggers. Bearing integrity checks shall also be performed to verify the starting threshold of the sensors.

b. Wind Direction Sensors

Wind direction sensors shall be tested for orientation accuracy by verification of the datalogger reading while the vane is manually aligned towards two (2) or more reference landmarks of known true orientation from the sight and separated by approximately 90°. If local terrain or weather conditions prevent siting to establish landmarks, verification shall be obtained by comparison to magnetic compass readings corrected for declination. Potentiometer linearity shall be verified by use of a rose dial. Eight (8) observed wind direction values separated by 45° shall be recorded. Sensor bearing integrity shall also be tested.

c. Temperature, Temperature Difference and Shelter Temperature Sensors

Accuracy and linearity of temperature sensors shall be tested by immersion in no fewer than three (3) temperature baths, which will include temperatures of 0°C, ambient (approximately 20°C) and as near to full scale as possible. Temperature difference (ΔT) shall be assessed by simultaneously immersing both sensors in each of the baths and noting the measured temperature differences. Note, shelter temperature and 9m temperature will be included in task 3.1 (CASTNET site audit without meteorological equipment). The CASTNET contractor will continue to use these temperature measurements for reporting purposes.

d. Relative Humidity (RH) Sensors

Relative humidity sensors shall be tested by collocating reference sensors in a humidity chamber. At least three (3) readings spanning the range of 35-90% RH shall be taken and compared for evaluation. Adequate stabilization time for the sensors shall be allowed before readings are recorded.

e. Precipitation Sensors

Tipping bucket precipitation gauges shall be tested with a volumetric precipitation calibrator. Known quantities of water shall be transferred through the gauge orifice at a rate equivalent to 2-inches per hour of precipitation. Tip response of the on-site datalogger shall be verified and the observed values compared to the actual introduced volumes. In addition to volume challenges, the gauges shall be manually advanced 10 counts, and the datalogger values verified.

f. Solar Radiation Sensors

Solar radiation sensors shall be tested by comparing measured values with those of a collocated reference radiation sensor during three (3) one-hour data collection periods. Readings from the audit standard and on-site sensors shall be arithmetically averaged, converted to proper engineering units and evaluated to establish system accuracy.

g. Wetness Sensors

Wetness sensors shall be tested by drying the grid (if initially in 'wet' mode) or by wetting it with distilled water (if initially in 'dry' mode) and recording the corresponding DAS values to verify the appropriate changes have

occurred.

ii. NADP

The contractor shall make minor repairs and perform preventative maintenance at the NADP sites. The contractor shall assist in restoring proper function to site equipment if possible. The audit report should note any adjustments made to equipment during the survey and if any replacement parts are needed. If replacement equipment is required, the network site liaison shall be contacted within 24 hours via phone or email. Liaisons are responsible for ordering necessary equipment from the NADP NED. The NADP Program Office and EPA TOPO may also approve additional surveys at NADP sites, including certain other monitoring activities and special studies located at approved NADP sites using approved NADP monitoring equipment. While at a CASTNET, NTN, MDN or AIRMoN site, the contractor shall make a note if there is also an AMNet or AMoN site collocated. The contractor shall make a site sketch and assess whether the site is in compliance with the current siting criteria in the network QAPP. The equipment listed below should be surveyed at the NADP sites if it exists.

a. Collector

Where possible the contractor shall level, stabilize, clean and lubricate the collector. Absorbent liquid must be used to collect excess oil during lubrication of the MDN collectors. The contractor shall check the proper opening and closing cycle of the collector by applying deionized water to the sensor, watching and timing the open-close cycle, and visually checking the wear on the thrust collar indent and thrust tooth. Clutch pressure shall be tested by the mechanism's ability to lift approximately 1640g.

The contractor shall check the collector sensor's cleanliness, proper voltages and heating (measured by thermocouple or similar instrument device placed against the sensor plate). The sensor criterion is $50 \pm 5^\circ\text{C}$ within 10 minutes of sensor activation. This criterion is used to determine if the sensor is functioning properly.

b. Rain Gage

Where possible the contractor shall level and stabilize the rain gage. The rain gage shall be tested with NIST traceable weights. The gage will be tested over the range 0 to 12 inches using equivalent weights. The contractor shall check the certification of the weight set by periodically reweighing the weights. The contractor shall record all rain gage responses in the database. If any one (1) reading is greater than 0.1 inches from the designated value, and the gage is a standard Belfort BS-780 recording rain gage, the contractor shall calibrate the gage using the procedure given in the NADP approved rain gage manual. For sites with an NADP-approved electronic rain gage, the accuracy criteria for precipitation depth shall be 0.05 cm. For the AIRMoN, the gage will be tested with a known volume to establish a precipitation depth at 1.21 inches and 2.43 inches.

The National Oceanic and Atmospheric Administration (NOAA) has a program for precipitation gage calibrations at their participating NADP sites. Any NOAA gages found to be outside the tolerance (0.10 inches) should not be calibrated, but the site supervisor should be notified.

c. Mass

Mass is tested for the NTN and the AIRMoN collectors using NIST traceable weights. The contractor shall check the accuracy of the collection bucket contents by having the operator weigh IOLM-certified brass weights of approximately 800, 1500, 3000 and 5000 grams nominal mass. The accuracy

criterion for this is 0.5%.

d. pH

For the AIRMoN network only, the pH meter is tested using a simulated precipitation sample with a known pH. The accuracy should be within ± 0.15 for a pH of 4.9. Simulated samples from the CAL should have a pH of 4.9.

e. Conductivity

For the AIRMoN network only, the conductivity meter is tested using a simulated precipitation sample with a known conductivity. The accuracy should be within 5%. Test samples provided by the CAL should have a conductivity of 14 ± 2 microseimens cm^{-1} .

V. Deliverables

a. Reports

Following all audits, a spot report shall be sent electronically to the TOPO and the primary EPA, NPS, and/or NADP contact.

Quarterly reports that include the number and locations of site audits, dates of the audit and the completed and reviewed audit reports shall be submitted to the TOPO no later than 15 days following the end of the quarter period.

An annual report shall be prepared and submitted to the TOPO, the primary EPA and NPS contact and the NADP contact within 15 days of end of the year. The report shall include a summary of the audit reports, changes in individual site characteristics and operations and an analysis of overall network quality, for each network. The report shall contain certification and calibration information for all standards used during the audits.

b. Data

Data shall be delivered to the NADP Program Office and the EPA TOPO for all NADP site surveys quarterly. The contractor shall deliver all CASTNET site survey data to the EPA TOPO quarterly. All data shall be delivered in a relational database format, such as Microsoft Access or and Oracle database. Digital site photos shall be provided in an electronic format and a table with descriptions such as file name, date, and update date included with the photo delivery.

All archived data, site sketches and reports shall be turned over to the EPA upon termination of this contract.

Attachment 2: Instructions to Offerors

Instructions to Offerors

I. PROPOSAL SUBMISSION INSTRUCTIONS

Four copies of the technical proposal shall be submitted as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

You are advised to closely read the technical proposal instructions and technical evaluation criteria before preparing a technical proposal. Written proposals shall consist of four (4) sections which are each linked to the corresponding evaluation criteria detailed in this RFP. Contractor proposals that do not adhere to these format requirements will not be evaluated. In addition, contractor proposals that adhere to the format requirements, but which exceed the page-limit will be evaluated, but all pages over the 25-page, double-sided limit (50 pages total) will not be evaluated.

A. REQUIREMENTS FOR TECHNICAL PROPOSALS

The technical proposal shall be prepared using the following guidance:

1. Length - The maximum length of the submitted written technical proposal shall be limited to twenty (25) two-sided (50 total) type-written pages including all tables and figures. The written technical proposal shall be submitted on 8 ½" x 11" paper, using no less than ten (10) point character size and no less than an average of 3/4" around each page for margins. Page numbers shall have no less than a 3/8" margin from the page edge. Tables and figures shall use no smaller than ten (10) point character size and must be clear and readable. The following items are excluded from the above stated page limitation: letters of transmittal, cover page, table of contents, letters of commitment, blank pages, resumes, sample task order and dividers. Foldout pages shall be considered more than 1 page if they exceed a standard 8 ½" x 11" page size and may not exceed 11" x 17" when fully extended. Offerors are strongly urged to be as succinct and clear as possible in writing the proposal and adhering to the recommended page limitation. "Bulletized" or outline formats are welcomed where appropriate.

2. Organization - Offerors are advised to supply all information in the sequence and format specified. The offeror's proposal and supporting documentation must provide a sufficient basis for a thorough evaluation of the proposal and provide the information needed to evaluate the proposal in accordance with the evaluation factors set forth. It is strongly suggested that proposals be placed in binders with dividers clearly indicating the following four (4) sections:

- a. Technical Approach
- b. Past Performance
- c. Personnel Qualifications/Organizational Structure
- d. Quality Management Plan (Pass/Fail)

B. REQUIREMENTS FOR COST PROPOSALS

In addition to a written technical proposal, the offeror shall submit one original and one copy of the fixed-price estimate for this requirement. The page limitation does not apply to cost proposal information. The estimate shall be provided for the base period and all additional option periods for the resulting fixed-price Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Option year pricing will be considered in the Best Value determination. The estimate shall include the pricing necessary for successful technical performance, including subcontractors, if applicable. The total proposed price shall be based on the prices in the cost proposal and shall include all costs considered to estimate the price required to perform the services described in the statement of work.

Offerors shall submit, in addition to the hard copy of their cost/price information, a computer disk containing the financial data (Excel preferred).

II. EVALUATION FACTORS

EPA will award a fixed-price IDIQ contract to the contractor that represents the best value to the Government, cost and other factors considered. All proposals will be evaluated using the following evaluation criteria, listed below, and using the associated points values.

A. Technical Approach - 50 points

The offerors will be evaluated on the extent to which the technical proposal demonstrates a thorough understanding of the tasks specified in the Statement of Work (Statement of Work), and listed below. For each task identified, offerors shall demonstrate their technical capability and approach to accomplishing the work. Offerors shall provide a clear, concise and complete explanation of how it proposes to accomplish the required services and functions specified. Do not simply reiterate or rephrase the Statement of Work task areas. Stating that you understand and will comply with the Statement of Work, or using such phrases as, “standard procedures will be employed” and “well-known techniques will be used” will be deemed insufficient. The technical proposal must express how you propose to comply with the Statement of Work and provide a full explanation of the techniques and procedures you propose to follow. An introduction of up to one (1) page, single-sided may be provided which will be included in the total page count requirement.

In addition, a sample work plan should be submitted addressing the example task order under Part IV. Each task should be addressed in the proposal with a description of the methods for auditing each of the sites, where applicable. Travel expenses should be included in the proposal for this task along with an explanation of how the schedule for travel was determined. Preparation for the audits as well as data submittal should be addressed.

B. Past Performance – 25 points

The Offeror shall provide the information set forth in EPAAR 1552.215-75, PAST PERFORMANCE INFORMATION.

Offerors’ past performance will be evaluated based on past performance information presented in their proposals, on information obtained by contacting the offeror’s supplied references, on information obtained through Contractor Performance Assessment Reporting System (CPARS), and on other information obtained by the Government from other sources.

In addition, offerors must send Client Authorization Letters and Past Performance Questionnaires to references provided. Offerors shall ensure completed questionnaires are submitted electronically to the Contracting Specialist (CS), Ryan Daniels, at daniels.ryan@epa.gov, by the proposal due date.

C. Personnel Qualifications/Organizational Structure - 25 points

The offeror’s proposal must include a description of the organizational structure proposed for accomplishing the objectives of the Statement of Work. The proposal must also include a narrative explaining the offeror’s demonstrated ability and corporate experience in managing and integrating teams. The evaluation will include reviewing demonstrated accomplishments, education, experience, availability, and organization of proposed personnel (including subcontractors and consultants) relative to the Statement of Work.

Include an organizational chart of the proposed team (primary contractor and subcontractors) organized to demonstrate the relationship of the offeror’s organizational structure to the Statement of Work objectives. The description shall include the name and title of the key personnel. Offerors must include as proposed key personnel: Team Leader, Program Manager, and QA Manager. Offerors may propose other personnel as key personnel if the personnel are deemed instrumental to the performance of this contract. If other personnel are deemed as key personnel, they must be included in the organizational chart. Include a resume for the proposed key personnel and any other individuals deemed instrumental for contract performance, stating the special qualifications applicable to performance of this contract. Include pertinent consultants, advisors, or subcontractors and describe any special arrangements.

D. Quality Management Plan – Pass/Fail

Offerors shall provide their (and those of any subcontractors) Quality Management Plan (QMP).

E. Cost/Price:

An original and one copy of the cost proposal is required.

The cost proposal shall adhere to the written proposal instructions outlined under “General Instructions”. Offerors are requested to include dividers clearly indicating the following sections outlined below:

1. Cover Letter, Title Page, Table of Contents
 2. Cost and Pricing Data
 3. Representations & Certifications
 4. Exceptions
-
1. Cover Letter, Title Page, Table of Contents

In addition to a hard copy of the information, to expedite review of your proposal, offerors are requested to submit a computer disk containing the financial data required below (less financial statements) if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information (Excel is preferred). Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

2. Cost and Pricing Data

a. Firm-Fixed CLIN Price – The ten contract line items numbers (CLIN) represent either (a) one month of Core Operations, (b) one of the eight different types of site visits or (c) travel costs. Each offeror shall identify, for each contract option year, its firm-fixed price for the nine non-travel CLIN identified in the Statement of Work. Each proposed fixed-price CLIN shall encompass the total sum of all costs for one of the eight different types of site visits or one month of Core Operations. Accordingly, each CLIN should be inclusive of all costs (direct labor, indirect costs, other direct costs, equipment, etc.), excluding travel. Travel-related costs are included as a separate CLIN and should be proposed based on the estimate provided in Section L. Offerors shall include the cost information used to calculate each CLIN (direct labor hours, indirect costs, other direct costs, equipment, etc.) and any information used to calculate escalation of CLIN firm-fixed prices in the contract option periods.

Offerors shall complete the table in Clause No. EP 52.216-170 “Considerations and Payment – Itemized Fixed Prices” in Section B of the solicitation and submit the completed clause with the cost proposal.

The ten CLINs, including the corresponding Statement of Work tasks, are located immediately below:

DESCRIPTION	TASK	CLIN
Core Operations	1.1	1
ODC's (Travel)	2.1	2
CASTNET w/o met	3.1	3
CASTNET w/ met	3.2	4
CASTNET AQS O3 Audit - only	3.3	5
NADP NTN	4.1	6
NADP MDN	4.2	7
NADP AIRMoN	4.3	8
NADP AMNet	5.1	9
NADP AMoN	6.1	10

b. Total Contract Price – For proposal purposes, the offeror shall identify a total contract price per contract option period based upon individually proposed, unique, firm-fixed price CLINs, calculated at the maximum number of ordered units for each CLIN.

c. Expected Contract Date - For estimating purposes, the probable start date for the resulting contract is expected to be June 14, 2012.

d. Other Direct Costs - ODCs will consist solely of travel-related expenses. Allowable categories of ODCs for travel-related expenses include lodging, mileage or car rental, airfare, meals, etc. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31. Travel in performance of a task order will only be reimbursable to the extent authorized by the EPA.

e. Subcontracts - When the cost of a subcontract is substantial (i.e. 10% of the estimated contract value), the offeror shall include details of subcontract costs in the same format as the prime contractor's costs. For evaluation purposes, the offeror shall include a cost or price analysis of the subcontract costs in accordance with FAR 15.404-3(b).

If a subcontract cost is not expected to go above those stated, the offeror is required to provide a statement that they conducted cost/price analysis and the results of those analyses per FAR 15.404-3(b).

3. Representations and Certifications

Representations and Certifications shall be fully executed by an authorized representative of the Offeror.

4. Exceptions

This section shall consist of any exceptions the offeror has to the terms and conditions of the solicitation. Offerors are reminded that exceptions to the solicitation are discouraged as they may result in the proposal being determined a non-conforming counteroffer. Any exceptions to the terms or conditions of the solicitation shall only be addressed in the event discussions are held. Offerors should be aware that the appropriate time to request clarifications or exceptions to the terms or conditions of the contract as set forth in the RFP is during the proposal preparation stage before proposals are submitted.

Award will be made to the contractor offering the best value to the Government. The Government intends to make award to the responsible offeror whose offer conforms to the Request for Proposal (RFP) and is most advantageous to the Government, cost and other factors considered. For this RFP, all evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

III. PERIOD OF PERFORMANCE:

The period of performance for this contract is expected to consist of a one year base (approximately June 14, 2012 thru June 13, 2013) plus four 1-year option periods for a maximum estimated completion date of June 13, 2017.

IV. SAMPLE TASK ORDER :

A. General

The offerors will be evaluated on the sample task order work plan in response to the sample task order provided below. The sample task order work plan will be used in the evaluation of the offeror's technical approach and personnel qualifications/organizational structure. Each CLIN should be addressed in the proposal with a description of the methods for auditing each of the sites. Travel expenses should be included in the proposal for this task along with an explanation of how the schedule for travel was determined. In addition, preparation for the audits as well as data submittal should be addressed.

B. Sample Task Order

This task order is for (3) months of independent site visits in the Northeast and Central US. The following table gives the number of sites and types of sites to be visited during the three months.

Description of Task	Number of Units
Core Operations (data management, QA, etc.)	3
ODC's (Travel)	0.25
CASTNET w/o meteorological measurements	6
CASTNET w/ metrological measurements	1
CASTNET PE audit only	10
NADP NTN	25
NADP MDN	12
NADP AMoN	9

The table below gives the location and the type of monitoring done at the site. Some sites are collocated and others are not. This should be taken into account when setting up the travel schedule. The site locations are accurate, however the monitoring at the site may not be. Use this table to determine the cost for each trip, not the actual site information on the NADP or CASTNET website.

Site ID	CASTNET w/o metrological measurements	CASTNET with metrological measurements	CASTNET P E audit only	NADP/NTN	NADP/MDN	NADP/AMoN
ME02	1			1		
NY22				1		
WST109	1					1
BEL116		1				
CTH110			1			1
MA01					1	
HOW132	1				1	
NY68				1	1	
ABT147			1	1		1
VA99				1		
WSP144	1			1		1
MKG113			1	1		
CO00				1		
ROM206			1			1

CO15				1		
CO22				1		
CO89				1	1	
CNT169	1			1		1
MEV405			1	1	1	
WY95				1		
WY97				1		
WY98				1		
CAN407			1			1
SD99				1		
SD08				1		
TX10				1	1	
TX03					1	
TX16				1	1	1
ALC188			1			1
WNC429	1			1		
PND165			1	1	1	
TX21					1	
OK06			1		1	
OK01					1	
OK00				1		
OK99			1	1		
TX56				1		
Total	6	1	10	25	12	9

V. PROPOSAL DELIVERY INSTRUCTIONS

A. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding proposal submission and late proposals. Please note that there are distinct addresses designated for proposal submission. Offerors are responsible for ensuring that their proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated prior to the designated date and time established for receipt. Offerors are also responsible for allowing sufficient time for the proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for proposal receipt on time. Failure to timely deliver a proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, the location designated for proposal receipt, will render the proposal "late" in accordance with FAR 15.208 and disposition of the FAR 52.215-1. Offerors are cautioned that receipt of a proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

B. U.S. Mail Delivery

Proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any proposal submitted via U.S. Mail is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not collocated with the mail handling facility. Proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Offerors electing to utilize the U.S. Mail for proposal delivery should therefore allow sufficient time prior to the designated time and date for proposal receipt to allow for the internal routing of their proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address.

C. Hand Carried/Courier Delivery

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building (Room 61107), 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, Offerors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed proposal, as described below, will be required for admittance to the Bid & Proposal Room. Proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the proposal in the Bid & Proposal Room.

D. Overnight Delivery Services

Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified below. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of proposals. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their proposals will be officially received on time. Offerors remain responsible for the timely delivery of their proposals to the Bid & Proposal Room.

E. Address Instructions:

For US MAIL:

Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Specified Date and Time for Receipt of Proposals:

Date

January 12, 2012

Time

2:00 pm EST

Solicitation Number: **SOL-DC-12-00001**

Offeror's Name and Address:

For Other Than US MAIL (i.e. hand carried / courier / overnight delivery service)

U.S. Environmental Protection Agency
Office of Acquisition Management
BID and PROPOSAL ROOM, Mail Code 3802R
Ronald Reagan Building, 6th Floor, Room 61107

1300 Pennsylvania, Avenue, N.W.
Washington, D.C. 20004

Specified Date and Time for Receipt of Proposals:

Date

January 12, 2012

Time

2:00 pm EST

Solicitation Number: **SOL-DC-12-00001**

Offeror's Name and Address:

Attachment 3: Past Performance Questionnaire

Past Performance Questionnaire

Contractor/Name and Address (City and State):

Contract Number:

Contract Title:

Agency/Entity:

Type of Contract:

Dollar Value:

Contracting Officer Name (federal or other governmental body)/Individual responsible for evaluating the offeror's performance under the contract:

Telephone Number(s):

Title(s):

Mailing Address:

Period of Performance: From _____ To _____. [Insert dates consistent with the period for which past performance information is required to be submitted in accordance with the solicitation.]

Brief Description of Work:

Location of Work: _____.

Name, Title, Telephone Number, Organizational Affiliation, Date and Signature of EPA employee filling out this form:

Party Responding to this Query (fill in requested information below)

Name (Party Responding to this Query), Title, Organizational Affiliation, Telephone Number, Mailing Address, and any affiliation with the entity which is the subject of this query and if there is/was an affiliation define what it is/was (fill in requested information below):

The ratings below are to be filled in by the reference above—NOT the offeror.

1. QUALITY OF PRODUCTS OR SERVICES DELIVERED:

a. Evaluate the contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated. (For example: on-time contractor arrival to site, establishment of call center, effective subcontracting, meeting permit requirements, accomplishment of transportation and disposal of wastes)

0 = Unsatisfactory

1 = Poor,

2 = Fair,

3 = Good,

4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

b. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner? (For example: accurate, complete, and on-time project work plans and daily cost accounting reports, site safety and quality assurance plans)

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

c. How would you rate the contractor key personnel's technical expertise and management capabilities?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

d. How would you rate the contractor key personnel's response to technical direction by the Government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

To what extent was the contractor able to solve contract performance problems, including subcontractor performance problems?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

To what extent did the contractor display initiative in meeting requirements?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

4. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet project schedules?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

5. COST CONTROL:

a. To what extent did the contractor display initiative in controlling overall costs? [Insert this question if it is relevant.]

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

b. To what extent was the contractor able to track costs and provide accurate, complete and timely tracking reports? (For example: accurate, on-time daily cost accounting reports) [Insert this question if it irrelevant.]

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

c. To what extent were the contractor's billings current, accurate and complete?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,

4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

6. BUSINESS PRACTICES:

To what extent did the contractor coordinate and cooperate with the Government?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

7. SMALL DISADVANTAGED BUSINESS PARTICIPATION:

What has been the contractor's compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and the notification requirements (FAR 19.1202-4(b)) for any substitutions of firms that are not SDB concerns?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

8. CUSTOMER SATISFACTION:

a. To what extent were you satisfied with the overall performance of the contractor?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

b. Would you do business with the contractor again? If not, why not?

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable
Remarks:

Attachment 4: Client Authorization Letter

Client Authorization Letter

Dear [*Client*],

We are currently responding to the Environmental Protection Agency RFP Number SOL-DC-11-00003 for the procurement of Technical and Outreach Support Services for the Greenhouse Gas Reporting Program Development and Implementation. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires bidders to inform references identified in technical proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.

Sincerely,

Attachment 5: Invoice Preparation Instructions

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.